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Attorneys for Debtor and Debtor-in-Possession
LA HACIENDA MOBILE ESTATES, LLC

UNITED STATES BANKRUPTCY COURT

EASTERN DISTRICT OF CALIFORNIA – FRESNO DIVISION

<p>In re</p> <p>LA HACIENDA MOBILE ESTATES, LLC,</p> <p>Debtor in Possession.</p>	<p>Case No. 24-11967-A-11</p> <p>Chapter 11</p> <p>Docket Control Number: MHW-4</p> <p>Date: October 30, 2024 Time: 9:30 a.m. Courtroom: 11; 5th Floor Location: 2500 Tulare Street Fresno, CA 93721 Judge: Hon. Jennifer E. Niemann</p>
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DEBTOR’S MOTION TO EXTEND EXCLUSIVITY PERIOD UNDER 11 U.S.C. § 1121

1 LA HACIENDA MOBILE ESTATES, LLC, Debtor and Debtor in Possession herein
2 (“Debtor”), hereby submits this Motion to Extend Exclusivity Period Under 11 U.S.C. § 1121
3 (“Motion”). In support of this Motion, Debtor represents as follows:

4 Debtor has been diligently prosecuting this Chapter 11 case, and has been strenuously
5 opposed by unincorporated association of tenants Trails End United for Change (“TEUC”). After
6 approximately a two-month delay period where the courts successively transferred the venue of this
7 case, Debtor timely filed its plan of reorganization and disclosure statement, and also a claims
8 estimation motion to determine the unknown, contingent claims of occupants of the mobilehome
9 park upon closure of the park. This contingency is based on California law and Debtor has
10 previously submitted certified appraisals establishing the in-place appraised values of each
11 mobilehome, which is all that is required to be paid under California law upon park closure.

12 TEUC has recently filed a motion to terminate Debtor’s exclusivity period but only explains
13 in cursory fashion why such relief is warranted. Instead, Debtor has shown, through a point-by-point
14 analysis of the factors first stated in *In re Dow Corning Corp.*, 208 B.R. 661 (Bankr. E.D. Mich.
15 1997), that there is good cause to extend the exclusivity period to permit Debtor a fair opportunity to
16 prosecute its Chapter 11 plan without undue distractions.

17 For all of the reasons stated in the Motion and accompanying Memorandum of Points and
18 Authorities, Debtor respectfully requests that the Court enter an order that provides that:

- 19 1. Under 11 U.S.C. § 1121(d), the period stated in 11 U.S.C. § 1121(c)(3) shall be
20 extended from 180 days (terminating on November 5, 2024) for a further approximate four months,
21 through and including March 5, 2025; and
22 2. For such other further relief as the Court may deem just and proper.
23

24 DATED: October 16, 2024

MARSHACK HAYS WOOD LLP

25 By: /s/ Tinh Mang

26 D. EDWARD HAYS
27 TINHO MANG
28 Attorneys for Debtor and
Debtor-in-Possession,
LA HACIENDA MOBILE ESTATES, LLC